

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

.....	x	
In re	:	
	:	Chapter 13
GOCHA GELASHVILI	:	
	:	Bankruptcy No. 22-11002 mdc
Debtor	:	
.....	x	

STIPULATION RESOLVING CITADEL CREDIT UNION'S PROOF OF CLAIM

Gocha Gelashvili (the "Debtor") and Citadel Credit Union ("Citadel"), to resolve the Debtor's informal objection to Citadel's Amended proof of claim number 5, hereby agree to this Stipulation (the "Stipulation"):

WHEREAS, the Debtor commenced the above-captioned bankruptcy case on April 20, 2022;

WHEREAS, on July 8, 2022, Citadel filed an amended proof of claim number 5 in the amount of \$5,364.12 (the "Claim") for a credit card secured by Debtor's 2020 Lexus through a cross-collateralization agreement;

WHEREAS, Debtor alleges he was not aware of or did not understand the cross-collateralization agreement;

WHEREAS, Debtor and Citadel wish to avoid litigation and the delay of Debtor's Chapter 13 Plan Confirmation.

NOW, THEREFORE, in consideration of the background set forth above and the terms and conditions of this Stipulation as more fully set forth below, the Debtor and Citadel (collectively referred to as the "Parties") agree to be bound and do hereby stipulate as follows:

1. The Parties wish to amicably resolve the Debtor's informal objection to the Claim.

2. The Parties agree Citadel is the holder of a first purchase money security interest encumbering Debtor's 2020 Lexus NX300 bearing vehicle identification number JTJSARDZ7L2235553 (the "Lexus") as described in Citadel's proof of claim number 4.
3. The Parties agree that Citadel also holds a second security interest in the Lexus by virtue of a cross-collateralization in a MasterCard credit card agreement.
4. The Parties agree that within 10 days of the Court's approval of this Stipulation, Citadel shall file an amended proof of claim number 5 reducing their secured cross collateralization claim in the Lexus to \$3,000.00.
5. The Parties agree that within 10 days of the Court's approval of this Stipulation, Debtor shall file an amended plan providing for payment in the amount of \$3,000.00 per Citadel's amended claim number 5.
6. The Parties agree that upon payment by the Chapter 13 Trustee to Citadel in the amount of \$3,000.00 for amended claim number 5 and the Discharge of this case, Citadel's cross-collateralization claim in Debtor's Lexus shall be extinguished.
7. If the Debtor's Chapter 13 case dismisses or converts, this Stipulation shall be vacated and the Debtor shall owe Mercedes-Benz the full amount of the existing contractual loan balance less any payments Citadel receives under this Agreement.
8. The Parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order.

Date: 9/28/22

Date: 9/23/22

Date: _____

Respectfully submitted,

/s/ Michele Perez Capilato
Michele Perez Capilato, Esq.
Attorney for the Debtor


Citadel Credit Union, *Anthony Hicks*

Kenneth E. West, Esquire
Chapter 13 Standing Trustee

No Objection - Without
Prejudice to Any Trustee
Rights or Remedies
/s/ LeeAne O. Huggins
Kenneth E. West, Esquire
Chapter 13 Standing Trustee
9/30/22

AND NOW, this 5th day of October 2022, upon consideration of the Stipulation between Gocha Gelashvili and Citadel Federal Credit Union, it is hereby ORDERED that the Stipulation is approved.



MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE

